



REQUEST FOR PROPOSALS

for

CSBG Training Management

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

30 South Meridian Street, Suite 900

Indianapolis, IN 46204

<http://www.in.gov/ihcda>

317-232-7777

ISSUE DATE: November 8, 2021

RESPONSE DEADLINE: Monday, December 20, 2021, 5:00pm ET

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PART 1 SCOPE OF THIS REQUEST

1. PURPOSE OF THIS REQUEST FOR PROPOSALS (“RFP”)

The Indiana Housing and Community Development Authority (“IHCDA”) seeks to contract with a firm or entity to hire, sub-contract, and manage trainers who will work with in-network Community Action Agencies to teach on a variety of topics in support of the programs run through federally funded Community Service Block Grants (CSBG).

2. ABOUT THE INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

MISSION STATEMENT The Indiana Housing and Community Development Authority (“IHCDA”) creates housing opportunities, generates and preserves assets, and revitalizes neighborhoods by facilitating the collaboration of multiple stakeholders, investing financial and technical resources in development efforts, and helping build capacity of qualified partners throughout Indiana.

VISION At IHCDA, we believe that growing Indiana's economy starts at home. Everyone can agree that all Hoosiers should have the opportunity to live in safe, affordable, good-quality housing in economically stable communities. That's the heart of IHCDA's mission. Our charge is to help communities build upon their assets to create places with ready access to opportunities, goods, and services. We also promote, finance, and support a broad range of housing solutions, from temporary shelters to homeownership.

IHCDA's work is done in partnership with developers, lenders, investors, and nonprofit organizations that use our financing to serve low and moderate-income Hoosiers. We leverage government and private funds to invest in financially sound, well-designed projects that will benefit communities for many years to come. And our investments bear outstanding returns. The activities that we finance help families become more stable, put down roots, and climb the economic ladder. In turn, communities grow and prosper, broadening their tax base, creating new jobs, and maximizing local resources. IHCDA's work is truly a vehicle for economic growth, and it all starts at home.

OVERVIEW (for more information visit <http://www.in.gov/ihcda/>) IHCDA was created in 1978 by the Indiana General Assembly and is a quasi-public financially self-sufficient statewide government agency. IHCDA's programs are successful in large part because of the growing network of partnerships IHCDA has established with local, state, and federal governments, for-profit businesses and not-for-profit organizations. For-profit partners include investment banks, mortgage lenders, commercial banks, corporate investment managers and syndicators, apartment developers, investors, homebuilders, and realtors. Not-for-profit partners include community development corporations, community action agencies, and not-for-profit developers.

About Community Action in Indiana Community Action Agencies (CAA) are local private and public non-profit organizations that promote self-sufficiency, and work to reduce the causes and conditions of poverty in the communities they serve. They were founded as a part of the

1964 Economic Opportunity Act to fight poverty by empowering the poor as part of the War on Poverty.

The Community Services Block Grant (CSBG) is the core funding source that CAAs use to support a variety of anti-poverty programs, including other federal and state-funded programs. The programs being implemented vary widely among agencies, since each CAA plans and implements its programs based on the specific needs of its local community.

Each CAA is governed by a board of directors. The board composition must meet the following requirements: one-third of the members must be elected public officials currently holding office or representatives of public officials; at least one-third of the of the members of the board must be persons chosen by democratic selection procedures that are adequate to assure that those members are representative of the poor in the area served; the other members of the board must be officials or members of business, industry, labor, religious, welfare, education, or other major groups and interests in the community. There are 22 CAAs designated in the State of Indiana. These CAAs, as a group provide services for all 92 counties in Indiana using CSBG and other funding sources.

3. SCOPE OF WORK

Community Action Agencies (CAAs) use their yearly federal funding through the Community Services Block Grant to implement a variety of anti-poverty programs. CAAs receive yearly training facilitated by IHCD to stay current on different CSBG policies and principles, including professional development and human resources trainings. The purpose of this RFP is to procure an individual or entity that will manage and facilitate the full scope of CSBG's 2022-2025 trainings, including: identification, hiring and management of trainers; marketing and communication about trainings to in-network CAAs; providing on-line registration/tracking of attendance; creation of measurable learning objectives, pre-/post-tests, satisfaction surveys, and evaluation of the results; all while remaining in communication with IHCD to share progress reports or other pertinent information.

Training Management

The hired trainer will provide in-network development sessions targeting the following audiences (including but not limited to): executive leadership in CAAs, direct-service and front-line workers, human resources, and financial operations. Topics may include building in-house talent, employee retention, board engagement, succession planning, outcomes measurement, eCPR/trauma-informed care/mental health; burnout/boundaries/customer service, program logistics and others as identified by IHCD and the hired entity. These trainings should be entirely virtual for the 2022 calendar year, with a combination of virtual and in-person opportunities for the remainder of the contract (2023-2025). IHCD will send a request for proposals ("RFP") for potential trainers and will work with hired entity to select trainers in January (recommendations for trainers may come from the hired entity as well). The hired entity will create an annual training plan and have it approved by IHCD. Trainings should be regularly spaced throughout the year, with a goal of 12-16 training sessions total.

Marketing

The hired entity will conduct marketing efforts for these training seminars, potentially working with the CAA state association, Indiana Community Action Association (INCAA). Marketing should be conducted through direct emails to subgrantees and in-network promotion.

Management

The hired entity will be responsible for management and quality improvements of training sessions and hired trainers. The hired entity will prepare contracts for each trainer and manage legal implications of their work. Trainers will be educated on IHCD's purpose and mission of the organization, in order to most efficiently prepare and organize sessions. The hired entity will host training sessions, virtually via a webinar conferencing platform for 2022, and in-person 2023-2025. The hired entity will be responsible for procuring statewide venues/locations for in-person seminars for future years, enabling CAAs the opportunity to attend sessions in their respective regions. The hired entity will be responsible for keeping subcontracted trainers accountable, ensuring that their prepared material represents best practices on the subject matter. The hired entity will provide online registration links in order to track and keep record of all attendees at training events. IHCD will conduct regular meetings with the hired entity to discuss program updates. Tentative project timelines should be proposed by the applicant.

Deliverables

Deliverables include, but are not limited to the following:

1. Identify, hire, and manage trainers;
2. Ensure virtual training platform is adequate for presentations, and for collecting online registration and tracking of attendance.
3. Manage in-person trainings, including identification and securing of statewide locations;
4. With IHCD, identify training topics and corresponding content audiences;
5. With INCAA and IHCD, coordinate marketing to CAAs;
6. With the trainer(s), ensure the creation of measurable learning objectives;
7. With the trainer(s), create and implement pre-/post-training survey instrument;
8. Based on satisfaction surveys, work closely with IHCD to improve survey content;
9. Based on pre-/post-tests and satisfaction surveys, create an annual report outlining which trainings and trainers were the most effective and why;
10. Create a statistical report on network usage of trainings and how training opportunities were utilized;
11. Provide recommendations for future training topics;
12. Coordinate and schedule bimonthly update meetings with IHCD.

The duration of the contract is one year, with the opportunity to renew for up to four calendar years. The budget for this project is 1) \$40,000/year for project management, with 2) an approximate training budget of \$40,000-\$50,000/year (to be done in early 2022; selected entity must negotiate training costs to stay within this budget). For this RFP, we are requesting a project management budget for *one year only*.

4. TENTATIVE PROJECT TIMELINE

December 2021: Review of RFP applications for CSBG Training Management.

January 2022: Contract begins with hired entity. Hired entity and IHCDCA review and select trainers.

February 2022: Training schedule/calendar is finalized.

March 2022-December 2022: Trainings facilitated as planned.

December 2022: Annual report draft on efficacy and usage of trainings delivered to IHCDCA.

January 2023: Report finalized. Findings shared with IHCDCA and CAAs.

Working with the hired entity to determine a schedule, the following will occur on multiple occasions between March 2022 and December 2022:

- Bimonthly update meetings with IHCDCA;
- Trainings as planned;
- Pre-/Post-training survey assessments;
- On-going marketing and promotion of sessions;
- Meetings with trainers (as needed).

PART 2 RFP PROCESS

1. SELECTION PROCESS

Selection of a respondent is at the sole discretion of IHCDCA.

The following will be IHCDCA's primary consideration in the selection process.

1. Compliance with requirements of this RFP;
2. An assessment of the respondent's ability to deliver the indicated service in accordance with the specifications set out in the RFP;
3. Experience of the respondent;
4. Strength of client references;
5. Competitive fee.

2. MINIMUM REQUIREMENTS/RESPONSIVE RESPONDENT

Respondent must meet the following minimum requirements to be deemed responsive to the RFP.

1. Key project personnel must have at least five years of project management experience;
2. Two successfully completed similar projects;
3. Experience with community action preferable but not required.

3. RESPONSIBLE RESPONDENT REQUIREMENTS

IHCDA shall not award any contract until the selected Respondent has been determined to be responsible. A responsible Respondent must:

1. Have adequate financial resources to perform the project, or the ability to obtain them;
2. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the Respondent's existing commercial and governmental business commitments;
3. Have a satisfactory performance record with IHCDA;
4. Have a satisfactory record of integrity and business ethics;
5. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
6. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them;
7. Have supplied all requested information;
8. Be legally qualified to contract in the State of Indiana and if it is an entity described in IC Title 23, it must be properly registered with the Indiana Secretary of State (There is a fee to register with the Secretary of State), and owe no outstanding reports to the Indiana Secretary of State; and
9. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not to be suspended or debarred. If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the official file for this RFP, and the respondent shall be advised of the reasons for the determination.

4. RFP SUBMISSION ITEMS

Respondent must submit the following documentation in response to this RFP. The response for items 2, 3, and 4 below should total no more than ten pages total, single spaced, in 12-point Times New Roman font.

Your RFP response should be addressed in the following order:

1. **Coversheet and Certification.** The Respondent must provide a completed Cover Sheet (Appendix A) and signed Certification (Appendix B).
2. **Qualifications and Experience.** A narrative describing respondent's qualifications and relevant experience.
3. **Proposed Strategy and Scope of Work.** A description of proposed methodology for completing project/scope of work, including a proposed timeline for start and completion.
4. **Client References.** A list of three comparable work/client references that includes the contact person's name, organization, telephone number, and email address.
5. **Resumes or bios.** Current resumes and bios for key personnel involved in project.

6. **Cost proposal.** All costs (including but not limited to travel, time, and supplies must be rolled into the fee) should be per deliverable, and not by hour. Please provide a proposed *one-year-only* budget for just the project management piece of the project; as noted previously, trainers' fees will be done separately.

RFP TIMELINE

November 8, 2021	RFP released to the general public.
December 6, 2021	Respondent Q&A Session (conference call) <ul style="list-style-type: none">• Time: 12:30-1:15pm ET• Phone number: 317-552-1674• Conference ID: 933 730 495#
December 6, 2021	All questions due via email by 5:00pm ET to CSBG@ihcda.in.gov
December 8, 2021	IHCDA will post answers to all questions
December 20, 2021	Applications due by 5:00 pm ET in PDF format to CSBG@ihcda.in.gov

6. FORMAT FOR SUBMISSION, EMAILING INSTRUCTIONS, AND DUE DATE

Respondent's proposal must be submitted via email. All documents must be submitted in PDF only to:

Tina Darling
Community Programs Manager - CSBG
Indiana Housing and Community Development Authority
30 South Meridian, Suite 900
Indianapolis, IN 46204
CSBG@ihcda.in.gov

The deadline for submission is Monday, December 20, 2021, at 5:00 PM EST.

Applications that miss the submission deadline and/or do not contain all of the required forms/documents as listed in this RFP may be determined ineligible for further consideration.

PART 3

TERMS AND CONDITIONS

1. STATE POLICIES

1. **ETHICAL COMPLIANCE:** By submitting a proposal, the Respondent certifies that it shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., Ind. Code § 4-2-7, et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. Respondent will be required to attend online ethics training conducted by the State of Indiana.
2. **PAYMENTS:** Any payments for services under any contract awarded pursuant to this RFP shall be paid by IHCD in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the successful Respondent in writing unless a specific waiver has been obtained from the IHCD Controller. No payments will be made in advance of receipt of the goods or services that are the subject of any contract except as permitted by IC §4-13-2-20.
3. **EMPLOYMENT ELIGIBILITY VERIFICATION.** The Respondent cannot knowingly employ an unauthorized alien. The Respondent shall require its contractors who perform work for the Respondent pursuant to the project must certify to the Respondent that the contractor does not knowingly employ or contract with an unauthorized alien.
4. **CONFIDENTIALITY OF STATE INFORMATION.** The Respondent understands and agrees that data, materials, and information disclosed to the Respondent may contain confidential and protected information. The Respondent covenants that data, material, and information gathered, based upon or disclosed to the Respondent for the purpose of this project will not be disclosed to or discussed with third parties without the prior written consent of the IHCD. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Respondent and IHCD agree to comply with the provisions of IC §4-1-10 and IC §4-1-11. If any Social Security number(s) is/are disclosed by Respondent, Respondent agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.
5. **ACCESS TO PUBLIC RECORDS:** Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (“APRA”), IC 5-14-3 et. seq., and the entire response may be viewed and copied by any member of the public. Respondents claiming a statutory exemption to disclosure under APRA must place all confidential documents (including the requisite number of copies) in a sealed envelope marked “Confidential”. Respondents should be aware that if a public records request is made under APRA, IHCD will make an independent determination of confidentiality, and may seek the opinion of the

Indiana Public Access Counselor. Prices are not considered confidential information. The following information shall be subject to public inspection after the contract award:

- A. The RFP.
- B. A list of all vendors who received the RFP.
- C. The name and address of each Respondent.
- D. The amount of each offer.
- E. A record showing the following:
 - a. The name of the successful Respondent.
 - b. The dollar amount of the offer.
 - c. The basis on which the award was made.
- F. The entire contents of the contract file except for proprietary information that may have been included with an offer, such as:
 - a. trade secrets;
 - b. manufacturing processes;
 - c. financial information not otherwise publicly available; or
 - d. other data that does not bear on the competitive goals of public procurement that was not required by the terms of the RFP itself to be made available for public inspection.

6. **TAXES, FEES AND PENALTIES:** By submitting a proposal Respondent certifies that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana or the United States Treasury. Respondent further warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by either the State or Federal Government pending against it, and agrees that it will immediately notify IHCDA of any such actions.
7. **CONFLICT OF INTEREST:** Respondent must disclose any existing or potential conflict of interest relative to the performance of the services resulting from this RFP, including any relationship that might be perceived or represented as a conflict. By submitting a proposal in response to this RFP, Respondent affirms that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of the Respondent's proposal or immediate termination of an awardee's contract. An award will not be made where an actual conflict of interest exists. IHCDA will determine whether a conflict of interest exists and whether an apparent conflict of interest may reflect negatively on IHCDA, should IHCDA select Respondent. Further, IHCDA reserves the right to disqualify any Respondent on the grounds of actual or apparent conflict of interest.
8. **APPEALS/PROTEST:** Respondent may appeal/protest the award of this contract based on alleged violations of the selection process that resulted in discrimination or unfair consideration. The appeal/protest must include the stated reasons for the Respondent's

objection to the funding decision, which reasons must be based solely upon evidence supporting one (1) of the following circumstances:

- a. Clear and substantial error or misstated facts which were relied on in making the decision being challenged;
- b. Unfair competition or conflict of interest in the decision-making process;
- c. An illegal, unethical or improper act; or
- d. Other legal basis that may substantially alter the decision.

The appeal/protest must be received within ten (10) business days after the Respondent receives notice of the contract award, or the appeal/protest will not be considered. All protests shall be in writing, submitted to the Compliance Attorney, who shall issue a written decision on the matter. The Compliance Attorney may, at his/her discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant. The Respondent will receive written acknowledgement of receipt of the appeal/protest within five (5) business days of its receipt, noting the day the appeal/protest was received. Any appeal/protest regarding the funding decision made by IHCD A will be examined and acted upon by the Compliance Attorney within thirty (30) days of its receipt. The decision of the Compliance Attorney is final.

2. FEDERAL REQUIREMENTS

Respondent agrees to comply with the following federal regulations:

- a. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- b. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- c. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- d. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by

- non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - f. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
 - g. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to

comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- h. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- i. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

3. RFP TERMS AND CONDITIONS

This request is issued subject to the following terms and conditions:

- A. This RFP is a request for the submission of qualifications, but is not itself an offer and shall under no circumstances be construed as an offer.
- B. IHCDA expressly reserves the right to modify or withdraw this request at any time, whether before or after any qualifications have been submitted or received.
- C. IHCDA reserves the right to reject and not consider any or all Respondents that do not meet the requirements of this RFP, including but not limited to: incomplete qualifications and/or qualifications offering alternate or non-requested services.
- D. IHCDA reserves the right to reject any or all companies, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed to be in its best interest.
- E. In the event the party selected does not enter into the required agreement to carry out the purposes described in this request, IHCDA may, in addition to any other rights or remedies available at law or in equity, commence negotiations with another person or entity.
- F. In no event shall any obligations of any kind be enforceable against IHCDA unless and until a written agreement is entered into.
- G. The Respondent agrees to bear all costs and expenses of its response and there shall be no reimbursement for any costs and expenses relating to the preparation of responses

- of qualifications submitted hereunder or for any costs or expenses incurred during negotiations.
- H. By submitting a response to this request, the Respondent waives all rights to protest or seek any remedies whatsoever regarding any aspect of this request, the selection of another Respondent or Respondents with whom to negotiate, the rejection of any or all offers to negotiate, or a decision to terminate negotiations.
 - I. IHCDA reserves the right not to award a contract pursuant to the RFP.
 - J. All items become the property of IHCDA upon submission and will not be returned to the Respondent.
 - K. IHCDA reserves the right to split the award between multiple applicants and make the award on a category by category basis and/or remove categories from the award.
 - L. The Respondent certifies that neither it nor its principals, contractors, or agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from utilizing federal funds by any federal or state department or agency.
 - M. The Respondent understands that IHCDA will enter into contract preparation activities with the Respondent whose RFP appears to be the most advantageous to IHCDA. If at any time the contract preparation activities are judged to be ineffective, the state may do the following:
 - i. Cease all activities with that Respondent.
 - ii. Begin contract preparation activities with the next highest ranked Respondent.
 - N. A copy of IHCDA's most recent Contract Boilerplate is attached as an Exhibit to this RFP. By submitting a response to this RFP, Respondent acknowledges the acceptance of IHCDA's Contract Boilerplate and the understanding that such Boilerplate is non-negotiable.
 - O. Additionally, IHCDA will not agree to any of the following terms or conditions:
 - a. Any provision requiring IHCDA to provide insurance
 - b. Any provision requiring IHCDA to provide indemnity
 - c. Any provision providing that this Contract be construed in accordance with laws other than those of the State of Indiana
 - d. Any provision providing that suit be brought in any state other than Indiana
 - e. Any provision providing for resolution of contract disputes
 - f. Any provision requiring IHCDA to pay any taxes
 - g. Any provision requiring IHCDA to pay penalties, liquidated damages, interest or attorney's fees
 - h. Any provision modifying the applicable Indiana statute of limitations
 - i. Any provision relating to the time within which a claim must be made
 - j. Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC 4-13-2-20
 - k. Any provision limiting disclosure of this Agreement in violation of the Access to Public Records Act, IC 5-14-3
 - l. Any provision providing for automatic renewal
 - m. Any provision requiring IHCDA to agree to limit the liability of the Respondent

APPENDIX A: IMPACT GRANT EVALUATION RFP COVER SHEET

Name of Individual, Firm or Business:

Address:

Phone Number:

Fax Number:

Web Site Address:

Contact Person:

Title:

Email Address:

Phone:

Contract Signatory Authority:

Title:

Email Address:

Phone:

APPENDIX B: CERTIFICATION OF RESPONDENT

I hereby certify that the information contained in this RFP response and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I acknowledge that I have read and understood the requirements and provisions of the RFP and agree to abide by the terms and conditions contained herein.

I _____ am the _____ of
the (type name of signatory authority) corporation, partnership, association, or other entity named as company and the Respondent herein, and I am legally authorized to sign this and submit it to the Indiana Housing and Community Development Authority on behalf of said organization.

18 U.S.C. § 1001, "Fraud and False Statements," provides among other things, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, anyone who knowingly and willfully: (1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact; (2) makes any materially false, fictitious, or fraudulent statement or representation; or (3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry; shall be fined under this title, and/or imprisoned for not longer than five (5) years.

Respondent:

Signed: _____

Name: _____

Title: _____

Date: _____

Firm name: _____